

# United States District Court

CENTRAL DISTRICT OF CALIFORNIA

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In re: JAMIE LYNN GALLIAN,

District Court Case Number

8:23-cv-00001-DSF

Debtor

Bankruptcy Court Case Number

8:21-bk-11710-SC

\_\_\_\_\_  
HOUSER BROS. CO.,  
A California Limited Partnership DBA  
RANCHO DEL REY MOBILEHOME  
ESTATES

Chapter 7

Appellant

v.

JAMIE LYNN GALLIAN,

Appellee.

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AMENDED

**APPELLEE'S EXCERPTS  
OF RECORD  
(Volume 2 of 2)**

JAMIE LYNN GALLIAN  
16222 Monterey Lane Unit 376  
Huntington Beach, CA 92649 Telephone:  
(714) 321-3449

Attorney for Appellee, IN PRO SE

Case Name: Houser Bros. Co., et al., vs. Jamie Lynn Gallian

USDC Case No. 8:23-cv-00001-DSF

USBC Case No. 8:21-bk-11710-SC

No.	Date	Docket Entry No.	Document	Pg. No.
1.	07/26/22	157	Debtor's Notice of And Motion For Reconsideration Of 7.21.22 Order Sustaining Houser Bros Co. Objection To Debtor's Claimed Homestead Exemption	ER 000007-000339
2.	08/04/22	170	Response to Debtor's Notice of and Motion for Reconsideration of 7.21.22 Order Sustaining Houser Bros. Co. dba Rancho Del Rey Mobile Home Estate's Objection to Debtor's Claimed Homestead Exemption	ER 000340-000398

No.	Date	Docket Entry No.	Document	Pg. No.
3.	08/05/22	177	Order Granting Houser Bros. Co. dba Rancho Del Rey Mobile Home Estates's Motion Objecting to Debtor's Claimed Homestead Exemption in 16222 Monterey Lane, Space #376, Huntington Beach, CA 92649	ER 000399-000411
4	.08/11/22	185	Reply to Houser Bros Opposition to Debtor's Motion for Reconsideration of 7.21.2022 Order Sustaining Houser Bros Co Objection to Debtor's Claimed Homestead Exemption.	ER 000412-000656
5.	09/07/22	224	Order Continuing Hearing on Debtor's Motion For Reconsideration Of 7.21.22 Order Sustaining Houser Bros. Co. Objection to Debtor's Claimed Homestead Exemption.	ER 000657-000659
6.	01/24/23	306	CERTIFIED REPORTER'S TRANSCRIPT OF CONT'D HEARING RE: DEBTOR'S MOTION FOR RECONSIDERATION OF 7.21.22 ORDER SUSTAINING HOUSER BROS. CO. DBA RANCHO DEL REY MOBILE HOME ESTATES OBJECTION TO DEBTOR'S CLAIMED HOMESTEAD EXEMPTION AND JOINDER PARTIES HUNTINGTON BEACH GABLES HOA; JANINE JASSO	ER 000660-000682

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APPELLEE'S EXCERPTS OF RECORD

No.	Date	Docket Entry No.	Document	Pg. No.
7.	09/30/22	242	Notice of Recent Decision re: Debtor's Motion for Reconsideration of 07.21.22 Order	ER 000683-
			Sustaining Objection To Debtor's Claimed Homestead Exemption	000708
8.	12/16/22	273	Memorandum of Decision regarding Debtor's Motion for Reconsideration of the Court's August 5, 2022 Order Sustaining Objection to Debtor's Homestead Exemption	ER 000709- 000721
9.	12/16/22	274	Order Granting Debtor's Motion for Reconsideration of the Court's August 5, 2022 Order Sustaining Objection to Debtor's Homestead Exemption	ER 000722- 000725

DATED: May 23, 2023

*Jamie Lynn Gallian*

JAMIE LYNN GALLIAN

Appellee, IN PRO SE



## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this District Court proceeding. My business address is: 5801 Skylab Road Huntington Beach, CA 92647.

A true and correct copy of the foregoing document entitled: APPELLEE'S AMENDED EX.RE will be served or was served (a) on the judge in chambers in the form and manner required by L.R. 5-4 in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):**

Pursuant to controlling General Orders and L.R. 5-3.3, the foregoing document will be served by the court via NEF and hyperlink to the document. On May 24, 2023, I checked the CM/ECF

docket for this case and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:



Service information continued on attached page

**2. SERVED BY UNITED STATES MAIL:** On

I served the following persons and/or entities at the last known addresses in this case by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.



Service information continued on attached page

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE**

**TRANSMISSION OR EMAIL:** Pursuant to F.R.Civ.P. 5 (d)(3) and/or controlling L.R. 5-4, on May 24, 2023, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.



Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

May 24, 2023  
Date

Robert McLelland  
Printed Name

Robert McLelland  
Signature

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):**

- Bradford Nathan Barnhardt bbarnhardt@marshackhays.com
- D Edward Hays ehays@marshackhays.com, kfrederick@ecf.courtdrive.com, cmendoza@marshackhays.com, cmendoza@ecf.courtdrive.com, ehays@ecf.courtdrive.com
- Laila Masud lmasud@marshackhays.com, kfrederick@ecf.courtdrive.com, lbuchanan@marshackhays.com, lmasud@ecf.courtdrive.com

**2. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL: CONTINUED:**

**VIA PERSONAL DELIVERY:**

**MANDATORY CHAMBERS COPY**

HONORABLE DALE S. FISCHER, DISTRICT JUDGE  
FIRST STREET COURTHOUSE  
350 WEST 1<sup>ST</sup> STREET, COURTROOM 7D  
LOS ANGELES, CA 90012

**EXHIBIT 1 4 CONTINUED**  
**FROM ER 1 OF 2**

and Space in good and safe condition and repair and in an aesthetically pleasing condition at all times. This includes, without limitation, the following: the mobilehome, accessory equipment and structures, fences, driveways (except park installed driveways), trees (except trees which present a specific health and safety violation or hazard), banks, and landscaping. Regardless of whether you are the original homeowner/occupant of the Space or of your mobilehome or purchased your mobilehome from a former homeowner who previously lived at your Space, this paragraph applies to you and you are responsible even for those things which were installed by a former owner or resident of the mobilehome or Space, us, or any prior or future owner of the Park. You are financially responsible for insuring at all times that the mobilehome, Space, and their improvements complies with all local, state and federal laws and regulations. (The only exception is any of the Park's utility systems on your Space which are owned by us or a utility company so we or they are responsible for them and park installed driveways.) The preceding includes without limitation such things as: insuring that the drainage is sufficient to prevent water from accumulating on your Space or under your mobilehome or running off so it adversely affects other Spaces or our property; that all required setbacks and lot line requirements are met and there are no encroachments on other property; that all building code and other similar requirements are met; and that all building and other permits have been obtained.

37. **CONDEMNATION:** If any portion of the Park is taken under the power of eminent domain, or is sold to any authority having the power of eminent domain, either under threat of condemnation or while condemnation proceedings are pending or the utility systems or other portions of the Park are or will be affected by the condemnation to the point where, in our sole opinion, it is not economically desirable to continue operations, we will have the right to terminate this Agreement as of the date the condemning authority takes possession. The entire amount of any award for taking of all or any part of a space or the Park or for any other reason under the power of eminent domain will be our property whether such award shall be made as compensation for diminution in value of the leasehold or for taking the fee or the taking of any interest you may have because of this Agreement or any other lease or rental agreement you have with us or your tenancy in the Park. Nothing contained in this paragraph, however, will preclude you from obtaining any award from the condemning authority to you for the loss of or damage to your mobilehome or other removable personal property.

38. **TIME OF ESSENCE:** Time is of the essence in this Agreement and each and every provision thereof.

39. **MODIFICATION FOR LENDER:** If, in connection with our obtaining financing where we use the Park as security, a lender requests reasonable changes in this Agreement as a condition to such financing, you agree to promptly consent to those changes if they do not increase your obligations under this Agreement or materially adversely affect you.

40. **ESTOPPEL CERTIFICATE:** You shall, on our request, sign and deliver to us a written statement certifying that (a) this Agreement is unmodified and in full force and effect (or if there have been modifications that they are in full force and effect as modified; (b) the dates to which the rent and other charges have been paid; (c) the term of this Agreement; (d) the amount of any security deposit; (e) we are not in default nor have we been in the past under any provision of this Agreement or any laws or regulations affecting our obligations; and (f) any other matters as may be reasonably requested by us. Any such statement may be relied on by us or any person we give it to. You will be in default of this Agreement if you fail to do the above within 10 days of your receipt of a written request for such statement. We may, at our option, treat your failure to sign and deliver this document to us as your agreement to the information we've requested and that we are not in default nor have we been in the past under any provision of this Agreement or any laws, or regulations affecting our obligations to you.

41. **LIMITATION OF OUR LIABILITY:** In consideration of this Agreement, you agree that, in the event of any actual or alleged failure, breach or default by us under this Agreement or otherwise, your sole and exclusive remedy shall be against the value of our mobilehome park which is identified in this Agreement as the Park (including any insurance policies of us or the Park), not other property or assets which we may own.

42. **MEGAN'S LAW:** The California Department of Justice, sheriff's departments, other local law enforcement authorities maintain for public access a database of the locations of persons required to register as an identified sex offender. The database is updated on a quarterly basis and a source of information about the presence of these individuals is any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line



901

through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. There is a charge for "900" calls information regarding neighborhoods is not available through the "900" telephone service.

The phone numbers to call for information: (714) 960-8843

Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.Meganslaw.ca.gov](http://www.Meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

*Executed, Huntington Beach, 1:23pm, on 11-16-18*

43. EXECUTION: The Agreement is signed by you at 1:23 o'clock P.m., on 1-16-2018  
This Agreement is signed by us on 1-16-2018

NOTE TO NEW RESIDENTS: THIS AGREEMENT WILL NOT BE EFFECTIVE UNLESS YOU COMPLETE THE PURCHASE OF THE MOBILEHOME AND IF YOU DO NOT, YOU WILL HAVE NO RIGHTS OF TENANCY IN THE PARK.

PLEASE READ CAREFULLY BEFORE SIGNING THIS AGREEMENT AND ALL OF THE OTHER DOCUMENTS REFERRED TO IN THIS AGREEMENT.

I/WE AGREE THAT WE HAVE READ, UNDERSTOOD AND VOLUNTARILY AGREED TO ALL OF THE PROVISIONS OF THIS AGREEMENT WHICH CONSIST OF THIS MOBILEHOME RENTAL AGREEMENT AND THE OTHER DOCUMENTS REFERRED TO IN IT.

I/WE HAVE BEEN ADVISED BY REPRESENTATIVES OF THE PARK THAT I/WE HAVE THE RIGHT TO CONSULT A LAWYER AND GET THE LAWYER'S ADVICE BEFORE SIGNING THIS AGREEMENT.

11 RESIDENT(S)' INITIALS: \_\_\_\_\_ I/WE HAVE TAKEN THIS AGREEMENT TO A LAWYER BEFORE SIGNING IT. THE LAWYER IS:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

11 RESIDENT(S)' INITIALS: JA I/WE HAVE DECLINED TO SEEK LEGAL COUNSEL BEFORE SIGNING THIS AGREEMENT.

NOTICE: BY SIGNING THIS AGREEMENT, YOU ARE AGREEING THAT THOSE DISPUTES WHICH ARE SPECIFIED IN PARAGRAPH 6 OF THIS AGREEMENT, WHICH IS ENTITLED "RESOLUTION OF DISPUTES" WILL BE DECIDED BY A NEUTRAL REFEREE AND YOU ARE GIVING UP YOUR RIGHT TO A JURY OR COURT TRIAL. SEE PARAGRAPH 6 OF THIS AGREEMENT.

HOMEOWNER(S) SIGNATURE(S)

RANCHO DEL REY MOBILE HOME ESTATES

By: Williamaskish

*[Handwritten signatures: Juan Reyes, J. Sanchez, J. Sanchez]*  
*[Handwritten text: J. Sanchez & Co LLC, 11/16/18]*

1-2005-10-003 RENTAL Agreement revised for 2005 use  
© 2004 Adam & Glaser, LLP. All rights reserved. Reproduction is illegal. May be reproduced by Park named above.

*11/16/2018*


***RANCHO DEL REY OVER 55 MANUFACTURED HOME  
PARK***

***Qualifying and Occupancy Requirements  
16222 Monterey Lane  
Huntington Beach***

***General Information:***

- *Prospective residents must submit a park application with attached proof of income prior to opening escrow*
- *Person/s to occupy the home must verify income of \$3786 per month, renting of property or sub-letting is not allowed*
- *Park may only use income of owner/occupant 55 or over*
- *Income verification must be in the form of copies of direct deposit, bank statements showing source, social security, retirement, pay stubs, etc. Funds/savings in an account is not income.*
- *May submit Income Tax Statement for alternate verification of income*
- *One owner 55 or over, others 18 or over*
- *Park allows two small indoor pets, dogs 22 lbs OR 15 in at shoulder*
- *Dogs must be on leash at all times, no solid fencing, privacy screens are allowed*
- *Monthly space rent is \$1325 for 2018, plus utilities. Space rent increases each year between 2%-4%.*
- *Mandatory meeting with manager of all occupants for Rules and Regulations for final park approval, week day appointments only*
- *Obtaining a loan or paying cash for a home is separate from qualifying for park income requirement. If obtaining a loan the amount of the mortgage payment will be added to the park's income requirement \* 5 Star Home Lending Richard Herr/714 891-6383*



<b>United Airlines Inc.</b> 16th Floor - HSCPZ 609 Main Street Houston, TX 77002 Ph: 877/825-3729		Pay Group: SMF-Semimonthly FLT Attendants Pay Begin Date: 08/31/2018 Pay End Date: 09/30/2018		 <b>UNITED</b> Thanks for all you do for United !		Advice #: 000000013660933 Advice Date: 10/17/2018	
<b>Jamie Lynn Galtian</b>		Employee ID: 270550 Department: 7606-INFLT ASSIGNMENT-LAX Location: Los Angeles, California Job Title: Flight Attendant - Domestic		<b>TAX DATA:</b>		<b>Federal</b> Marital Status: Single Allowances: 0 Addl. Pct: 0 Addl. Amt: 0	<b>CA State</b> Married 0

HOURS AND EARNINGS							TAXES			
Description	Rate	Hours	Wkd	Oth Hours	-----YTD-----		Description	Current	YTD	
					Current	Earnings				
Quarterly Operations Incc					25.00		Fed Withholding	5.30	5,759.26	
Off-Set					0.00	450.00	Fed MED/EE	0.36	579.57	
Flight Advance					0.00	0.00	Fed OASD/EE	1.35	2,478.17	
Flight Advance Recovery					0.00	3,205.66	CA Withholding	2.56	1,080.33	
Imputed Income - Life					0.00	0.00	CA OASD/EE	0.25	399.70	
Per Diem Pay Non Taxable					0.00	0.40				
Per Diem Pay Taxable					0.00	1,939.76				
Profit Sharing					0.00	134.83				
Regular Pay					0.00	981.68				
Sick Pay					0.00	29,230.34				
Vacation					0.00	32.00				
Future Vacation - FLT BID					0.00	67.02				
					0.00	13.00				
<b>TOTAL:</b>					<b>0.00</b>	<b>0.00</b>				
= Denotes Excluded From Earnings Total					<b>25.00</b>	<b>112.02</b>	<b>43,042.33</b>	<b>TOTAL:</b>	<b>10.22</b>	<b>10,297.03</b>

BEFORE-TAX DEDUCTIONS			AFTER-TAX DEDUCTIONS			EMPLOYER PAID BENEFITS		
Description	Current	YTD	Description	Current	YTD	Description	Current	YTD
Dental - Pre Tax	0.00	106.52	GUL - Dependent Post Tax	0.00	77.61			
Medical - Pre Tax	0.00	929.35	GUL - Employee Post Tax	0.00	1,084.83			
Vision Care Pre Tax	0.00	110.97	401(k) Loan 1	0.00	6,996.38			
401(k) Deferral	0.00	314.30	401(k) Loan 2	0.00	3,033.29			
			AFA Dues	0.00	400.00			
				0.00	3,174.00			
				0.00	18.00			
				0.00	-399.82			
<b>TOTAL:</b>	<b>0.00</b>	<b>1,452.14</b>	<b>TOTAL:</b>	<b>0.00</b>	<b>14,384.29</b>	<b>TOTAL:</b>		

TOTAL GROSS		FED TAXABLE GROSS		TOTAL TAXES		TOTAL DEDUCTIONS		NET PAY	
Current	25.00		25.00		10.22		0.00		14.78
YTD	43,042.33		39,656.12		10,297.03		15,836.43		16,908.87

NET PAY DISTRIBUTION			
Payment Type	Account Type	Account Number	Deposit Amount
Advice #000000013660933	Checking	xxxx6018	\$14.78
<b>TOTAL:</b>			<b>\$14.78</b>

NON-NEGOTIABLE

United Airlines Inc.  
16th Floor - HSCPZ  
609 Main Street  
Houston, TX 77002  
Ph: 877/825-3729

Pay Group: SMF-Seasonally Flt  
Attendants:  
Pay Begin Date: 10/01/2018  
Pay End Date: 10/15/2018



Thanks for all you do for United !

Advice #: 000000013858637  
Advice Date: 11/01/2018

Jamie Lynn Gallian

Employee ID: 270556  
Department: 7606-INFLT ASSIGNMENT-LAX  
Location: Los Angeles, California  
Job Title: Flight Attendant - Domestic

TAX DATA: Federal CA State  
Marital Status: Single Married  
Allowances: 0 0  
Addl. Pct: 0  
Addl. Amt: 0

HOURS AND EARNINGS							TAXES		
Description	Current			YTD			Description	Current	YTD
	Rate	Hours WKD	Oth Hours	Earnings	Hours	Earnings			
Flight Advance				3,205.65		3,205.65	Fed Withholding	491.17	6,255.32
Quarterly Operations Ince				0.00		450.00	Fed MEDIFE	45.76	628.30
Off-Set				0.00		0.00	Fed OASDUEE	195.66	2,686.34
Flight Advance Recovery				0.00		0.00	CA Withholding	98.94	1,177.27
Imputed Income - Life				0.00		0.40	CA OASDUEE	31.56	433.31
Per Diem Pay Non Taxable				0.00		2,279.47			
Per Diem Pay Taxable				0.00		134.83			
Profit Sharing				0.00		981.68			
Regular Pay				0.00		32,432.93			
Sick Pay				0.00	36.00	2,297.60			
Vacation				0.00	67.02	4,238.34			
Future Vacation - FLT BDD				0.00	13.00	822.12			
<b>TOTAL:</b>		0.00	0.00	3,205.65	116.02	46,842.63	<b>TOTAL:</b>	861.09	11,180.94

\* Denotes Excluded From Earnings Total

BEFORE-TAX DEDUCTIONS			AFTER-TAX DEDUCTIONS			EMPLOYER PAID BENEFITS		
Description	Current	YTD	Description	Current	YTD	Description	Current	YTD
Dental - Pre Tax	4.64	115.80	401(k) Loan 1	489.42	7,853.36			
Medical - Pre Tax	40.29	1,000.93	401(k) Loan 2	199.14	3,232.43			
Vision Care Pre Tax	4.95	120.87	AFA Dues	0.00	450.00			
401(k) Deferral	0.00	314.30	GUL - Dependent Post Tax	0.00	83.58			
			GUL - Employee Post Tax	0.00	1,183.25			
				0.00	3,174.00			
				0.00	18.00			
				0.00	-399.82			
<b>TOTAL:</b>	49.88	1,551.90	<b>TOTAL:</b>	688.56	15,594.80	<b>TOTAL:</b>		

TOTAL GROSS	FED TAXABLE GROSS	TOTAL TAXES	TOTAL DEDUCTIONS	NET PAY
Current 3,205.65	3,155.77	861.09	738.44	1,606.12
YTD 46,842.63	43,016.95	11,180.94	17,146.70	18,514.99

NET PAY DISTRIBUTION			
Payment Type	Account Type	Account Number	Deposit Amount
Advice #000000013858637	Checking	xxxx6018	\$1,606.12
<b>TOTAL:</b>			\$1,606.12

NON-NEGOTIABLE



United Airlines Inc. 16th Floor - HSCFZ 608 Main Street Houston, TX 77002 Ph: 877/825-3729	Pay Group: SMF-Semi-monthly Pit Attendants: Pay Begin Date: 10/01/2018 Pay End Date: 10/30/2018 <b>UNITED</b> Thanks for all you do for United !	Advice #: 000000030559123 Advice Date: 11/16/2018
Jamie Lynn Gullian	Employee ID: 270556 Department: 7608-INFLT ASSIGNMENT-LAX Location: Los Angeles, California Job Title: Flight Attendant - Domestic	TAX DATA: Federal CA State Marital Status: Single Married Allowances: 0 0 Addl. Pct: Addl. Amt:

HOURS AND EARNINGS						TAXES		
Description	Current		Oth Hours	YTD		Description	Current	YTD
	Rate	Hours WCD		Earnings	Hours			
Flight Advance				3,205.65		Fed Withholding	0.00	6,255.62
Regular Pay				791.70		Fed MED/EE	0.00	628.30
Per Diem Pay Taxable				47.48		Fed OASDI/EE	0.00	2,666.54
Flight Advance Recovery				2,366.47		CA Withholding	0.00	1,177.27
Quarterly Operations Inc				0.00		CA OASDI/EE	0.00	433.31
Ch-Sat				0.00				
Imputed Income - Life				0.00				
Per Diem Pay Non Taxable				0.00				
Profit Sharing				0.00				
Regular Pay				0.00				
Sick Pay				0.00				
Vacation				0.00	36.00			
Future Vacation - FLT BID				0.00	67.02			
				0.00	13.00			
<b>TOTAL:</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>116.02</b>	<b>TOTAL:</b>	<b>0.00</b>	<b>11,180.94</b>

\* Denotes Excluded From Earnings Total

BEFORE-TAX DEDUCTIONS			AFTER-TAX DEDUCTIONS			EMPLOYER PAID BENEFITS		
Description	Current	YTD	Description	Current	YTD	Description	Current	YTD
Dental - Pre Tax	0.00	115.80	AFA Dues	0.00	450.00			
Medical - Pre Tax	0.00	1,000.93	GUL - Dependant Post Tax	0.00	83.58			
Vision Care Pre Tax	0.00	120.57	GUL - Employee Post Tax	0.00	1,183.25			
401(k) Deferral	0.00	314.30	401(k) Loan 1	0.00	7,853.36			
			401(k) Loan 2	0.00	3,232.43			
				0.00	3,174.00			
				0.00	18.00			
				0.00	-399.82			
<b>TOTAL:</b>	<b>0.00</b>	<b>1,551.90</b>	<b>TOTAL:</b>	<b>0.00</b>	<b>15,594.80</b>	<b>TOTAL:</b>		

TOTAL GROSS	FED TAXABLE GROSS	TOTAL TAXES	TOTAL DEDUCTIONS	NET PAY
Current 0.00	0.00	0.00	0.00	0.00
YTD 46,842.63	43,016.95	11,180.94	17,146.70	18,514.99

NET PAY DISTRIBUTION			
Payment Type	Account Type	Account Number	Amount
<b>TOTAL:</b>			<b>0.00</b>

NON-NEGOTIABLE



Cruz, Sylvia@HCD  
Title Search - LBM1081  
January 18, 2019 at 8:17 AM  
Jamie Gallian

SC

Hello Ms. Gallian,

Here is the transfer information you can use to show the unit has been transferred until the original Title goes out from our Sacramento District Office.

Sylvia

STATE OF CALIFORNIA - BUSINESS, CONSUMER SERVICES, AND HOUSING  
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
DIVISION OF CODES AND STANDARDS

GAVIN NEWSOM, Governor



### Title Search

Date Printed: Jan 18, 2019

Decal #:	LBM1081	Use Code:	SFD
Manufacturer:	SKYLINE HOMES INC	Original Price Code:	BVH
Tradename:	CUSTOM VILLA	Rating Year:	
Model:		Tax Type:	LPT
Manufactured Date:	05/29/2014	Last ILT Amount:	
Registration Exp:		Date ILT Fees Paid:	
First Sold On:	07/28/2014	ILT Exemption:	NONE

Serial Number	HUD Label / Insignia	Length	Width
AC7V710394GA	PFS1130282	60'	15' 2"
AC7V710394GB	PFS1130281	56'	15' 2"

Registered Owner:

J-SANDCASTLE CO LLC  
16222 MONTEREY LANE ROOM 376  
HUNTINGTON BEACH, CA 92649

Last Title Date: 09/10/2014

Last Reg Card: Pending Reg Card

Sale/Transfer Info: Price \$175,000.00 Transferred on 11/01/2018

Situs Address:

16222 MONTEREY LN SPACE 376  
HUNTINGTON BEACH, CA 92649  
Situs County: ORANGE

\*\*\*END OF TITLE SEARCH\*\*\*

STATE OF CALIFORNIA - BUSINESS, CONSUMER SERVICES, AND HOUSING

GAVIN NEWSOM, Governor

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

DIVISION OF CODES AND STANDARDS



### Title Search

Date Printed: Jan 18, 2019

Decal #:	LBM1081	Use Code:	SFD
Manufacturer:	SKYLINE HOMES INC	Original Price Code:	BVH
Tradename:	CUSTOM VILLA	Rating Year:	
Model:		Tax Type:	LPT
Manufactured Date:	05/29/2014	Last ILT Amount:	
Registration Exp:		Date ILT Fees Paid:	
First Sold On:	07/28/2014	ILT Exemption:	NONE

Serial Number	HUD Label / Insignia	Length	Width
AC7V710394GA	PFS1130282	60'	15' 2"
AC7V710394GB	PFS1130281	56'	15' 2"

Registered Owner:

J-SANDCASTLE CO LLC  
16222 MONTEREY LANE ROOM 376  
HUNTINGTON BEACH, CA 92649

Last Title Date: 09/10/2014

Last Reg Card: Pending Reg Card

Sale/Transfer Info: Price \$175,000.00 Transferred on 11/01/2018

Situs Address:

16222 MONTEREY LN SPACE 376  
HUNTINGTON BEACH, CA 92649  
Situs County: ORANGE

\*\*\*END OF TITLE SEARCH\*\*\*



address.

Thank you,

Sylvia

**From:** Jamie Gallian [<mailto:jamiiegallian@gmail.com>]  
**Sent:** Friday, January 18, 2019 7:45 AM  
**To:** Cruz, Sylvia@HCD <[Sylvia.Cruz@hcd.ca.gov](mailto:Sylvia.Cruz@hcd.ca.gov)>  
**Subject:** Re: Proof of ownership request Re: Decal LBM1081  
**Importance:** High

Thank you so much, if I can get the document prior to 8:30a, I have an exparte hearing with the Judge to try and stop the WRIT OF POSSESSION. I AM VERY GRATEFUL..

When it is ready, will or can it be emailed to my email address with a call to my cell number. Please advise.

JAMIE GALLIAN  
714-321-3449

On Jan 18, 2019, at 7:41 AM, Cruz, Sylvia@HCD  
<[Sylvia.Cruz@hcd.ca.gov](mailto:Sylvia.Cruz@hcd.ca.gov)> wrote:

Good morning Ms. Gallian,

The application will be done first thing this morning. I can email you a Title Search showing the unit has been transferred to J-Sandcastle CO LLC.

Thank you,

Sylvia

**From:** Jamie Gallian [<mailto:jamiiegallian@gmail.com>]  
**Sent:** Thursday, January 17, 2019 4:04 PM  
**To:** Cruz, Sylvia@HCD <[Sylvia.Cruz@hcd.ca.gov](mailto:Sylvia.Cruz@hcd.ca.gov)>  
**Subject:** Fwd: Proof of ownership request Re: Decal LBM1081

Begin forwarded message:

**From:** Jamie Gallian <[jamiiegallian@gmail.com](mailto:jamiiegallian@gmail.com)>



Jamie Gallian <jamiegallian@gmail.com>

## Urgent Please call Proof of ownership request Re: Decal LBM1081

4 messages

Jamie Gallian <jamiegallian@gmail.com>  
To: "Cruz, Sylvia@HCD" <Sylvia.Cruz@hcd.ca.gov>

Fri, Jan 18, 2019 at 8:26 AM

Can you call me, it is very important. I just noticed possibly an error on the title.

Jamie 714-321-3449

On Jan 18, 2019, at 8:24 AM, Cruz, Sylvia@HCD <Sylvia.Cruz@hcd.ca.gov> wrote:

Your welcomed!

**From:** Jamie Gallian [mailto:jamiegallian@gmail.com]  
**Sent:** Friday, January 18, 2019 8:19 AM  
**To:** Cruz, Sylvia@HCD <Sylvia.Cruz@hcd.ca.gov>  
**Subject:** Re: Thank you Re: Proof of ownership request Re: Decal LBM1081  
**Importance:** High

I see it thank you so much.

Jamie

On Jan 18, 2019, at 8:17 AM, Cruz, Sylvia@HCD <Sylvia.Cruz@hcd.ca.gov> wrote:

Hi Ms. Gallian,

I just emailed the title search – let me know if you did not get it.

**From:** Jamie Gallian [mailto:jamiegallian@gmail.com]  
**Sent:** Friday, January 18, 2019 8:04 AM  
**To:** Cruz, Sylvia@HCD <Sylvia.Cruz@hcd.ca.gov>  
**Subject:** Thank you Re: Proof of ownership request Re: Decal LBM1081  
**Importance:** High

Thank you kindly.

Jamie Gallian

On Jan 18, 2019, at 7:53 AM, Cruz, Sylvia@HCD  
<Sylvia.Cruz@hcd.ca.gov> wrote:

Hello Ms. Gallian,

We are working on it right now. I will email the proof to your above

Case 8:21-bk-11710-ES Doc 185-1 Filed 08/11/22 Entered 08/11/22 17:07:13 Desc  
Part 2 Page 5 of 40



TO (Name and Address): <b>Lisa Ryan</b>  <b>16222 Monterey Lane Space 376</b> <b>Huntington Beach, CA 92649</b>		LEVYING OFFICER (Name and Address): <b>Orange County Sheriff's Office</b> <b>Sheriff's Civil Division</b> <b>Suite 2</b> <b>909 N. Main Street</b> <b>Santa Ana, CA 92701</b>  <b>(714) 569-3700</b> <b>Fax: (714) 569-2368</b>  <b>California Relay Service Number</b> <b>(800) 735-2929 TDD or 711</b>	
NAME OF COURT, JUDICIAL DISTRICT or BRANCH COURT, IF ANY:  <b>Orange County Superior Court</b> <b>700 Civic Center Drive West</b> <b>Santa Ana, CA 92701</b> <b>Central Justice Center</b>		COURT CASE NO.:  <b>30 2018 01013582 CLUDCJC</b>	
PLAINTIFF: <b>Houser Bros Co</b> DEFENDANT: <b>Lisa Ryan</b>		LEVYING OFFICER FILE NO.:  <b>2018517508</b>	
<b>Eviction Restoration Notice</b>			

To: Evicted Tenants, Property Owners, Their Agents and The Local Police:

By virtue of a Writ of Execution for Possession of Real Property, the following property was restored to the landlord on:

<b>Eviction Date:</b>	<b>3/14/19 12:30 PM</b>
<b>Eviction Address:</b>	<b>16222 Monterey Lane Space 376</b> <b>Huntington Beach, CA 92649</b>

Pursuant to Penal Code Sections 419 and 602, and judgment debtor, any persons removed by the Sheriff or Marshal, or any person not authorized by the landlord, who enters the real property after eviction, may be subject to arrest.

Pursuant to California Civil Procedure sections 715.010(b)(3) and 715.030, all personal property left on the premises has been turned over to the landlord. The landlord is responsible for the safe keeping of tenant's property for fifteen (15) days from the date of eviction. The landlord may charge a reasonable fee for removal and storage of the property. However, upon demand of the tenant, the landlord must return the tenant's property if the tenant pays all costs incurred by the property owner for storage and maintenance. If the costs are not paid by the tenant and the tenant does not take possession of the property left behind before the end of the fifteen (15) day period, the landlord may either sell the property at public sale and keep from the proceeds of the sale the costs of storage and of the sale (1988 CCC), if the property is valued at less than \$700.00, the landlord may dispose of the property or retain it for his own use. (1174 CCP)



Date: 3/14/19

Don Barnes  
Sheriff-Coroner

By: [Signature]  
Sheriff's Authorized Agent



Case 8:21-bk-11710-ES Doc 185-1 Filed 08/11/22 Entered 08/11/22 17:07:13 Desc  
Part 2 Page 7 of 40

SUPERIOR COURT OF CALIFORNIA,  
COUNTY OF ORANGE  
CENTRAL JUSTICE CENTER

MINUTE ORDER

DATE: 03/06/2019

TIME: 08:30:00 AM

DEPT: C61

COMMISSIONER: Carmen Luege

CLERK: Ryan Castillo

REPORTER/ERM:

BAILIFF/COURT ATTENDANT: C. Gonzalez

CASE NO: 30-2018-01013582-CL-UD-CJC CASE INIT.DATE: 08/21/2018

CASE TITLE: Houser Bros. Co. vs. Ryan

CASE CATEGORY: Civil - Limited CASE TYPE: Unlawful Detainer - Residential

EVENT ID/DOCUMENT ID: 72999194

EVENT TYPE: Ex Parte

MOVING PARTY: Jamie L Gallan

CAUSAL DOCUMENT/DATE FILED: Ex Parte Application - Other, 03/05/2019

EVENT ID/DOCUMENT ID: 72999195

EVENT TYPE: Ex Parte

MOVING PARTY: Jamie L Gallan

CAUSAL DOCUMENT/DATE FILED: Ex Parte Application - Other, 03/05/2019

APPEARANCES

Vivienne J. Alston, from Alston, Alston & Diebold Attorneys at Law, present for Plaintiff(s).  
Jamie L Gallan, self represented Interested Party, present.

Proceedings recorded electronically.

Ex-Parte application for reconsideration to intervene and TRO to stay writ of possession is requested by Jaime Gallan.

Ex-parte Application is read and considered.

The Court having fully considered the arguments of all parties, both written and oral, as well as the evidence presented, now rules as follows:

The motion for reconsideration to intervene and TRO to stay writ of possession is GRANTED .

The Court allows Gallan to intervene as to the writ of possession execution in this case. The Court finds there was improper execution as the judgment was against Lisa Ryan and all unknown occupants. On 1/2/2019, Plaintiff filed an unlawful detainer for the premises address in this matter against Jamie Gallan. The Court finds on these facts, Jamie Gallan is NOT an unknown occupant.

The Court orders Plaintiff to place Jamie Gallan back in possession by 5:00 PM today.



DATE: 03/06/2019

MINUTE ORDER

DEPT: C61

Page 1  
Calendar No.

021

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF ORANGE  
DEPARTMENT C61

HOUSER BROS COMPANY

PLAINTIFF,

V.

LISA RYAN, AN INDIVIDUAL,  
DEFENDANT.

NO. 30-2018-01013582

HONORABLE CARMEN R. LUEGE, JUDGE PRESIDING  
REPORTER'S TRANSCRIPT  
MARCH 6, 2019

APPEARANCES OF COUNSEL:

FOR PLAINTIFF:

ALSTON, ALSTON & DIEBOLD  
BY: VIVIENNE J. ALSTON, ESQ.

FOR DEFENDANT:

\*(NO APPEARANCE.)

FOR INTERESTED PARTY:

JAMIE LYNN GALLIAN,  
IN PROPRIA PERSONA

PATRICK R. BREZNA, CSR #5288  
CERTIFIED REALTIME REPORTER,  
REGISTERED PROFESSIONAL REPORTER



1 SANTA ANA, CALIFORNIA - WEDNESDAY, MARCH 6, 2019

2 (MORNING SESSION)

3 (THE FOLLOWING PROCEEDINGS WERE HAD IN  
4 OPEN COURT AND ARE BASED ON AN AUDIO  
5 RECORDING:)

6 THE COURT: JAMIE GALLIAN.

7 MS. ALSTON: GOOD MORNING.

8 VIVienne ALSTON APPEARING ON BEHALF OF THE  
9 PLAINTIFFS, HOUSER BROTHERS. I HAVE WITH ME KATHERINE  
10 CURTISS, A MEMBER OF HOUSER BROTHERS.

11 THE COURT: ALL RIGHT. THIS CASE IS ELECTRONICALLY  
12 RECORDED AND CREATES AN OFFICIAL RECORD OF THE  
13 PROCEEDINGS.

14 WHO'S HERE FOR THE PLAINTIFFS?

15 MS. ALSTON: VIVienne ALSTON APPEARING ON BEHALF OF  
16 THE PLAINTIFFS, HOUSER BROTHERS.

17 THE COURT: GO AHEAD AND STATE YOUR APPEARANCE.

18 JAMIE LYNN GALLIAN: GOOD MORNING, YOUR HONOR.

19 JAMIE GALLIAN.

20 THE COURT: ALL RIGHT. SO DO WE HAVE A TRIAL DATE ON  
21 THIS CASE, THE UNLAWFUL DETAINER THAT IS PENDING AGAINST  
22 MS. GALLIAN?

23 MS. ALSTON: NO, YOUR HONOR, WE DON'T HAVE A TRIAL  
24 DATE.

25 JAMIE LYNN GALLIAN: NO.

26 THE COURT: EXCUSE ME.

1 MS. ALSTON: NO, YOUR HONOR, WE DO NOT HAVE A TRIAL  
2 DATE.

3 THE COURT: WHY NOT?

4 MS. ALSTON: BECAUSE SHE ANSWERED WITHIN THE LAST, I  
5 THINK, NINE DAYS. WE STILL HAVE DISCOVERY TO GO THROUGH  
6 BEFORE A TRIAL DATE IS SET.

7 THE COURT: SO HERE'S MY PROBLEM. I HAVE A TENTATIVE  
8 ALREADY IN MIND. AND MY TENTATIVE IS THAT I'M GOING TO  
9 STAY EXECUTION OF ANY WRIT IN THIS CASE, IN THIS CASE  
10 WHICH IS AGAINST MS. RYAN, NOT AGAINST MS. GALLIAN, THIS  
11 DEFENDANT. AND I'M GOING TO ALLOW YOU, BECAUSE I KNOW  
12 YOU HAVE A PENDING CASE AGAINST MS. GALLIAN FOR UNLAWFUL  
13 DETAINER, TO LITIGATE THAT IN C66.

14 AND THE REASON I SAY THAT, THE WRIT IN THIS  
15 CASE WAS AGAINST LISA RYAN. THE WAY THAT -- THAT SHE --  
16 THAT MS. GALLIAN GETS INVOLVED IN THIS SITUATION IS THAT,  
17 BETWEEN THE PERIOD THAT THE COURT ISSUES JUDGMENT AGAINST  
18 RYAN, RYAN SELLS THE PROPERTY TO GALLIAN, OKAY.

19 NOW, ONE OF THE THINGS THAT I THINK IS  
20 ENCOURAGED IN CASES INVOLVING MOBILE HOMES IS THAT WHEN  
21 THE PERSON WHO OWNS THE MOBILE HOME IS OUSTED FROM THERE,  
22 OF THE PARK, IS USUALLY BECAUSE THEY'RE BEHIND IN RENT  
23 PAYMENTS ON THE SPACE, OR SOMETIMES FOR OTHER CAUSES  
24 BECAUSE YOU HAVE TO HAVE CAUSE FOR A MOBILE HOME REMOVAL.  
25 IT'S THE SPACE THAT IS AT ISSUE, NOT THE MOBILE HOME  
26 ITSELF. BUT THE MOBILE HOME OFTENTIMES CANNOT BE MOVED,



1 EITHER BECAUSE OF THE EXPENSE PROHIBITS IT, OR BECAUSE  
2 MAYBE THE MOBILE HOME PARK DO NOT ACCEPT OLDER MOBILE  
3 HOMES. I HAVE HAD EXPERTS IN HERE TESTIFY COST CAN BE IN  
4 EXCESS OF \$10,000.

5 AND SO, UH, THE REALITY BECOMES THAT WHAT  
6 HAPPENS WHEN YOU SAY, OKAY, THE PLAINTIFF IS ENTITLED TO  
7 THE SPACE IN THERE, THE MOBILE HOME CANNOT BE MOVED. AND  
8 USUALLY WHAT HAPPENS, OFTEN HAPPENS, IS THAT THE MOBILE  
9 HOME PARK, THEY MOVE THE PERSON OUT AND THEY SELL THE  
10 PROPERTY THEMSELVES. THAT'S ONE OPTION. THE OTHER  
11 OPTION IS GIVING ENOUGH TIME FOR THE OWNER OF THE MOBILE  
12 HOME TO SELL.

13 NOW, IN THIS PARTICULAR INSTANCE, WE HAVE AN  
14 INTERESTING SITUATION WHICH, BY THE WAY, I HAVEN'T SEEN  
15 IT IN THE EIGHT YEARS I'VE BEEN SITTING HERE, WHERE THE  
16 ACTUAL MOBILE HOME IS SOLD, PRESUMABLY, IN THE TIME  
17 PERIOD THAT IS BETWEEN THE JUDGMENT AND THE EXECUTION OF  
18 THE WRIT, WHICH REALLY IS WHAT THE WHOLE FRAMEWORK OF  
19 THIS ENCOURAGES; THAT THE HOMEOWNER, THE PRIOR, MS. RYAN,  
20 WILL FIND A BUYER AND SELL IT. AND THAT'S EXACTLY WHAT  
21 HAPPENED. THAT'S HOW GALLIAN CAME INTO POSSESSION.

22 NOW, I KNOW THAT SHE MADE A MOTION TO INTERVENE  
23 BEFORE IT CAME TO THIS DIRE SITUATION WE HAVE NOW. AND  
24 AT THE TIME, I DIDN'T WANT HER TO BE INTERVENING BECAUSE  
25 THIS CASE HAS REALLY NOTHING TO DO WITH HER, AS FAR AS I  
26 CAN TELL. MY THOUGHT WAS THAT ONCE SHE BOUGHT THE

1 PROPERTY, THAT THERE WILL BE A PROCESS. BECAUSE I KNOW  
2 THAT PEOPLE ARE ENTITLED TO DUE PROCESS IN THE MOBILE  
3 HOME CONTEXT; OTHERWISE, THERE WOULD BE AN ASSESSMENT  
4 MADE WHETHER OR NOT SHE'S A GOOD CANDIDATE TO BECOME A  
5 MEMBER OF THE PARK.

6 AND THAT'S WHERE MY WHOLE THOUGHT IS AT; THAT  
7 AT THE TIME OF THE SITUATION, I DIDN'T THINK -- AND I  
8 THINK I MAY HAVE TOLD HER -- I DIDN'T EXPECT THAT THE  
9 WRIT THAT I HAD ISSUED IN THIS CASE WOULD BE USED AGAINST  
10 ANY OWNER OF THE MOBILE HOME BECAUSE I THOUGHT THAT THERE  
11 WOULD BE A PROCESS BY WHICH THE MOBILE HOME PARK WOULD  
12 MAKE A DETERMINATION OF WHETHER OR NOT SHE SATISFIES THE  
13 REQUIREMENTS THEY HAVE TO BECOME A PARK MEMBER.

14 I GATHERED THAT NOW, FOR WHATEVER REASONS, THE  
15 PARK HAS DECIDED THAT SHE'S NOT A GOOD TENANT THERE.  
16 THEY DON'T WANT HER AS A TENANT, SO THEY'RE NOT WILLING  
17 TO APPROVE. SO NOW WE HAVE A SITUATION WHERE MS. GALLIAN  
18 OWNS THE MOBILE HOME, BUT THE PARK IS NOT GIVING HER  
19 AUTHORIZATION TO STAY IN THIS SPACE BECAUSE SHE'S NOT A  
20 TENANT THAT THEY WANT TO HAVE THERE. THAT'S WHAT I THINK  
21 IS HAPPENING HERE.

22 AND I'M OKAY WITH THAT, BUT I'M NOT GOING TO  
23 LITIGATE THAT ISSUE HERE. SO I'M STILL ALLOWING HER TO  
24 INTERVENE BECAUSE I DON'T THINK IT SHOULD BE LITIGATED  
25 HERE. THE ISSUE OF WHETHER OR NOT GALLIAN HAS THE RIGHT  
26 TO POSSESSION NEEDS TO BE DETERMINED IN THE CASE THAT IS



1 PENDING IN C66.

2 AND PERHAPS ONE OF THE ISSUES THAT WILL BE  
3 LITIGATED THERE IS THE QUESTION OF, ONE, DID SHE ACTUALLY  
4 BUY THE PROPERTY; DID SHE BECOME THE OWNER OF THE MOBILE  
5 HOME. AND THE SECOND ISSUE IS, MY THOUGHT IS, UNDER THE  
6 MOBILE HOME LAW, YOU KNOW, YOU HAVE TO HAVE GOOD CAUSE TO  
7 REJECT A TENANT. YOU CANNOT JUST WILLY-NILLY START  
8 REJECTING PEOPLE. SO I THINK THAT THERE ARE REGULATIONS  
9 AND RULES THAT COME INTO PLAY. AND IT COULD BE LITIGATED  
10 IN THE OTHER CASE AGAINST MS. GALLIAN WHETHER THE PARK  
11 FOLLOWED CORRECT PROCEDURE, WHETHER, YOU KNOW -- I DON'T  
12 KNOW. IT'S OPEN TO LITIGATION, I THINK.

13 SO FOR ALL THOSE REASONS, I THINK IT WOULD BE  
14 PREMATURE AT THIS MOMENT TO SAY MS. GALLIAN NEEDS TO BE  
15 EVICTED ON THE WRIT ISSUED IN THIS CASE BECAUSE WE  
16 ALREADY KNOW THAT, IN SHORT NOTICE, YOU'RE GOING TO HAVE  
17 A TRIAL IN HER CASE. AND I THINK THAT JUDGE HONER WAS  
18 RIGHT WHEN SHE SAID THAT SHE COULD STOP EXECUTION OF THE  
19 WRIT I ISSUED, BECAUSE I ISSUED IT IN THIS MATTER.

20 BUT I HAVE THE DISCRETION, ON THESE FACTS, I  
21 THINK, TO STAY EXECUTION OF THIS WRIT AGAINST MS. GALLIAN  
22 AS AN UNKNOWN OCCUPANT, WHICH IS THE ONLY WAY YOU GUYS  
23 CAN GET HER OUT BECAUSE SHE IS NOT A NAMED DEFENDANT.  
24 BUT EVEN AS AN UNKNOWN OCCUPANT, I HAVE THE DISCRETION TO  
25 STOP THAT AND GIVE HER THE OPPORTUNITY TO GIVE HER THE  
26 TRIAL THAT SHE'S ENTITLED TO HAVE.



1                   THOSE ARE MY THOUGHTS. THAT'S MY TENTATIVE.

2           **MS. ALSTON:** YOUR HONOR, FIRST OF ALL, I WANT TO MAKE  
3 SURE THE COURT IS AWARE THAT THE WRIT HAS BEEN EXECUTED.

4           **THE COURT:** NO. I KNOW.

5           **MS. ALSTON:** OKAY.

6           **THE COURT:** I'M AWARE. BUT I'M GOING TO PUT IT BACK,  
7 WHICH IS RARE, BUT...

8           **MS. ALSTON:** AND I DON'T THINK --

9           **THE COURT:** IT'S A RARE CASE IN MANY WAYS, BECAUSE I  
10 DON'T UNDERSTAND --

11           **MS. ALSTON:** BUT --

12           **THE COURT:** CAN I SAY WHAT I DON'T UNDERSTAND?

13                   IF YOU HAVE A CASE AGAINST MS. RYAN, AND YOU  
14 KNOW THAT RYAN SOLD THE PROPERTY TO GALLIAN, I DON'T  
15 UNDERSTAND WHY YOU'RE TRYING TO EXECUTE THIS WRIT THAT'S  
16 ISSUED IN THIS CASE. AND THE PROBLEM IS THAT YOU DON'T  
17 THINK THAT GALLIAN QUALIFIES, THEN I THINK IT'S --

18           **MS. ALSTON:** WE DON'T BELIEVE THAT SHE QUALIFIES,  
19 YOUR HONOR --

20           **THE COURT:** I UNDERSTAND. BUT --

21           **MS. ALSTON:** -- AND WE WILL FIGHT THAT OUT AS TO  
22 POSSESSION OF THE PROPERTY BY THE OCCUPATION OF  
23 THE MOBILE HOME. HOWEVER, WE EXECUTED THE WRIT AGAINST  
24 MS. GALLIAN AS AN UNKNOWN OCCUPANT. THIS COURT ALLOWED  
25 IT.

26           **THE COURT:** NO, NO. THIS COURT -- NO, NO, I DID NOT

1 I ALLOW IT. WHAT IT WAS IS, SHE COULDN'T INTERVENE WHEN  
2 I THOUGHT THERE WOULD BE A PROCESS. I -- I -- I DID NOT  
3 EXPECT -- PART OF THE PROBLEM IS THAT EVEN AT THE TIME  
4 THAT YOU EXECUTED IT, BECAUSE IT WAS AFTER THE HEARING,  
5 SHE'S NOT EVEN AN UNKNOWN OCCUPANT AT THE TIME. SHE IS A  
6 KNOWN OCCUPANT. IN FACT, YOU WENT AND FILED THE OTHER  
7 CASE.

8 SO THAT'S WHY I DON'T THINK THAT THE SHERIFF  
9 CAN EXECUTE AN UNKNOWN OCCUPANT WRIT IN THIS CASE AGAINST  
10 WHAT NOW IS A KNOWN OCCUPANT. AND AT THE TIME OF THE  
11 EXECUTION OF THE WRIT, SHE IS A KNOWN OCCUPANT, NOT AN  
12 UNKNOWN ONE. AND YOU ALREADY HAVE ACKNOWLEDGED THAT  
13 BECAUSE YOU HAVE FILED THE CASE AGAINST HER AS A KNOWN  
14 OCCUPANT IN THE U.D. YOU FILED AGAINST MS. GALLIAN.

15 MS. ALSTON: I BELIEVE THAT SHE IS AN OWNER OCCUPANT,  
16 YOUR HONOR. I MEAN, WE HAD -- BUT SHE HAS OBTAINED  
17 POSSESSION OF THE PROPERTY THROUGH MS. RYAN, PLACED HER  
18 IN POSSESSION OF THE HOME, AND --

19 THE COURT: WHO SOLD THE HOME TO HER?

20 MS. ALSTON: BUT THE SALE OF THE HOME DOES NOT GIVE  
21 HER ANY POSSESSORY RIGHTS OF THE LAND.

22 THE COURT: NO, NOT OF THE LAND. BUT THAT'S WHY I  
23 MADE THE PREMISE I MADE, BECAUSE IN THE CONTEXT OF MOBILE  
24 HOME LAW, ONCE THE PERSON'S GOING TO BUY THE PROPERTY,  
25 THERE'S A PROCESS THAT SHE HAS TO BE AN ACCEPTABLE  
26 TENANT. I UNDERSTAND THAT. AND I SAID TO THE TENANT, "I



1 UNDERSTAND THAT." THAT HAS TO BE LITIGATED IN THIS  
2 PARTICULAR CASE.

3 BECAUSE, THINK ABOUT IT. I DON'T KNOW HOW MANY  
4 TIMES I DO MOBILE HOME UNLAWFUL DETAINER CASES WHERE WHAT  
5 I'M ENCOURAGING THE DEFENDANT TO DO IS TO ACTUALLY DO  
6 WHAT THE DEFENDANT DID HERE. BECAUSE THAT'S THE WHOLE  
7 GOAL. I THINK YOU SELL IT, AND PART OF THE MONEY IS USED  
8 TO COVER WHATEVER IS OWED, AND THEN THE OTHER NEW PERSON  
9 BECOMES THE NEW TENANT IN THE PARK. I MEAN, THAT'S THE  
10 IDEAL SITUATION. I DON'T KNOW WHY YOU'RE DOING THAT  
11 HERE, BUT I DON'T WANT TO LITIGATE THAT HERE.

12 MS. ALSTON: WELL, IT DIDN'T WORK HERE BECAUSE --  
13 WELL, IT DIDN'T WORK HERE, YOUR HONOR, BECAUSE THEY  
14 DIDN'T FOLLOW THE STIPULATED JUDGMENT. THE STIPULATED  
15 JUDGMENT HAD A LIST OF THINGS -- OF TERMS THAT THEY WERE  
16 PROVISIONS THEY WERE SUPPOSED TO FOLLOW IN THE SALE, AND  
17 THEY COMPLETELY BREACHED THOSE.

18 THE COURT: "THEY" WHO; MS. RYAN?

19 MS. ALSTON: MS. RYAN AND MS. GALLIAN.

20 THE COURT: WELL, MS. GALLIAN IS NOT A PARTY TO THAT  
21 AGREEMENT.

22 MS. ALSTON: BUT SHE WAS BUYING IT FROM MS. RYAN.

23 THE COURT: I KNOW. BUT --

24 MS. ALSTON: AND GOES FOR --

25 THE COURT: BUT SHE -- NO. BUT SHE'S NOT AN OWNER  
26 OCCUPANT.

1 MS. ALSTON: I THINK THAT SHE IS, YOUR HONOR. AND I  
2 THINK PRACTICALLY -- I MEAN, I'VE NOT BRIEFED IT, AND I  
3 DON'T HAVE CASES AND STATUTES THAT I CAN POINT TO IN THIS  
4 ISSUE BEFORE THE COURT --

5 THE COURT: WHAT ISSUES?

6 MS. ALSTON: THE ISSUE OF OWNER OCCUPANCY.

7 THE COURT: WELL, IF THE ISSUE OF UNKNOWN OCCUPANT IS  
8 NOT BEFORE THE COURT, I DON'T UNDERSTAND, BECAUSE THE  
9 ONLY WAY THAT THE PLAINTIFF IN YOUR CASE GETS TO EXECUTE  
10 THIS WRIT AGAINST MS. GALLIAN IS BECAUSE OF THE  
11 NONOCCUPANT.

12 MS. ALSTON: YES.

13 THE COURT: THE ISSUE WAS AGAINST RYAN.

14 MS. ALSTON: YES, AND ALL UNKNOWN OCCUPANTS.

15 THE COURT: THEN YOU'RE SAYING SHE IS AN UNKNOWN  
16 OCCUPANT?

17 MS. ALSTON: WHAT I'M SAYING IS THAT I DON'T HAVE A  
18 BRIEF TO PRESENT TO THIS COURT BECAUSE I WASN'T AWARE  
19 THAT THIS WAS GOING TO BE THE WAY THE COURT WAS GOING TO  
20 MOVE. AND IT WASN'T IN THE DOCUMENTS, SO IT'S TAKEN ME A  
21 LITTLE BIT UNAWARE.

22 HOWEVER, WHAT THE COURT IS CONTEMPLATING IS  
23 THAT ANYTIME THIS PERSON WHO IS GIVEN A JUDGMENT -- GETS  
24 A JUDGMENT, THAT THEY CAN SIMPLY TRANSFER THE UNIT OVER  
25 TO -- WHETHER IT'S AN APARTMENT, MOBILE HOME OR R.V., OR  
26 WHATEVER IT IS THAT THEY HAVE THAT IS LOCATED ON THE



1 PROPERTY, AND THEN TAKE THE -- THE PERSON TAKES  
2 POSSESSION OF THE UNIT, AND THEN THE WRIT CAN'T BE  
3 EXECUTED.

4 THE COURT: YOU MEAN, AS TO THAT PERSON. NO. THAT'S  
5 MY WHOLE POINT.

6 MS. ALSTON: I DON'T BELIEVE THE LAW WORKS THAT WAY,  
7 YOUR HONOR, BECAUSE THIS IS NEVER-ENDING POSSESSION OR  
8 OCCUPATION THAT PREVENTS THE PLAINTIFF FROM OBTAINING  
9 POSSESSION OF THE PROPERTY.

10 THE COURT: I AM CONCERNED ABOUT IT -- AND I  
11 UNDERSTAND YOUR POINT -- BUT I'VE DONE THIS FOR YEARS.  
12 SO IT'S UNCOMMON, FIRST, SO I'M TRYING TO ADDRESS ALL  
13 FUTURE OCCUPATION PROBLEMS. I'M ONLY TRYING TO ADDRESS  
14 THE PROBLEMS IN THIS PARTICULAR CASE ON THESE PARTICULAR  
15 FACTS.

16 WHAT I UNDERSTAND IS THAT GALLIAN BOUGHT THE  
17 PROPERTY FROM RYAN. AND I WANT TO EMPHASIS THAT. IT'S  
18 NOT RYAN BROUGHT SOME OTHER PERSON TO LIVE WITH HER. MY  
19 UNDERSTANDING IS, RYAN MOVED OUT, AND SORT OF ANTICIPATED  
20 BY THE STIPULATION, RYAN SOLD THE PROPERTY, ALL RIGHT,  
21 THE MOBILE HOME TO GALLIAN. AND NOW KNOWING THAT, WHAT  
22 I'M BEING ASKED TO SAY IS, IT'S OKAY TO USE THE WRIT IN  
23 THIS CASE AGAINST GALLIAN AS AN UNKNOWN OCCUPANT. THAT'S  
24 THE PROBLEM I HAD.

25 MY ANALYSIS SIMPLY SAYS TO ME, I AM NOT GOING  
26 TO DO THAT BECAUSE GALLIAN DOES -- IF I DID THAT, GALLIAN



1 DOES NOT GET TO LITIGATE THE QUESTION OF WHETHER THE  
2 HOME -- MOBILE HOME PARK IS CORRECT IN SAYING THAT SHE  
3 DOESN'T QUALIFY. I DON'T KNOW WHETHER SHE -- I DON'T  
4 KNOW WHETHER SHE QUALIFIES.

5 BUT I DO KNOW THIS IN MY HEAD: I WANT TO BE  
6 SURE THAT GALLIAN'S RIGHT TO LITIGATE WHETHER OR NOT,  
7 WHETHER OR NOT SHE QUALIFIES TO BE A TENANT AT THE PARK,  
8 BECAUSE THERE ARE PROVISIONS IN THE MOBILE HOME PARK THAT  
9 HAVE TO BE FOLLOWED TO DENY THAT. I WANT TO BE SURE  
10 THAT'S -- THAT SHE HAS A PLACE TO ARGUE THAT. NOW, I  
11 DON'T KNOW WHETHER MS. GALLIAN'S GOING TO WIN OR NOT, BUT  
12 WHAT I WANT IS TO CREATE A PROCESS THAT DOES NOT  
13 IMPEDE -- THAT DOES NOT INTERFERE WITH HER ABILITY TO  
14 LITIGATE THAT ISSUE.

15 AND IF YOU'RE RIGHT THAT MS. GALLIAN DOESN'T  
16 QUALIFY, THEN I'M ASSUMING YOU'RE GOING TO WIN THE CASE  
17 ACROSS THE HALL. AND IF YOU'RE WRONG AND THE JUDGE FINDS  
18 THAT SHE DOES QUALIFY, THEN MAYBE SHE GETS TO CONTINUE TO  
19 BE IN POSSESSION.

20 AND THIS IS PARTICULARLY IMPORTANT IN MOBILE  
21 HOME PARK SITUATIONS BECAUSE OF THE SPECIAL CIRCUMSTANCES  
22 THAT I JUST FINISHED EXPLAINING THAT APPLIES TO MOBILE  
23 HOMES, WHICH IS THE REASON WHY THE LEGISLATURE IMPOSES SO  
24 MANY REGULATIONS ON THE WAY YOU CAN EVICT, ON THE WAY  
25 THAT -- YOU KNOW, IT'S SORT OF LIKE A WHOLE DIFFERENT  
26 SYSTEM PARALLEL TO THE REGULAR EVICTION STATUTES THAT ARE



1 MUCH MORE ONEROUS AND COMPLICATED. I THINK THAT THAT'S  
2 MOTIVATED BY WANTING TO PROTECT OWNERS IN MOBILE HOME  
3 PARKS.

4 SO THAT'S ALL I WANT, TO BE SURE -- I WANT TO  
5 BE SURE SHE GETS A SHOT. AND I DON'T THINK THERE'S ANY  
6 HUGE DETRIMENT TO THE PLAINTIFF BECAUSE SHE'S IN THE  
7 PARK, YOU ALREADY HAVE FILED THE CASE, SO THAT'S PENDING.  
8 I NOTICE THAT THERE IS AN ANSWER. AND I NOTICE --  
9 BRIEFLY I WAS LOOKING TO SEE IF THERE WAS A TRIAL IN THE  
10 OTHER CASE. I THINK THERE'S NO TRIAL, BUT WE KNOW THAT  
11 WITHIN 21 DAYS OF YOU'RE MAKING YOUR REQUEST, YOU'RE  
12 GOING TO HAVE A TRIAL DATE. SO I THINK THIS IS ALL GOING  
13 TO GET RESOLVED VERY PROMPTLY IN THE OTHER CASE.

14 NOW, I'M LIMITING MY RULING ACCORDING TO THIS.  
15 I'M NOT TRYING TO GO ACROSS THE BOARD BECAUSE I COULD  
16 IMAGINE THAT SOMEONE COULD DO WHAT YOU JUST DESCRIBED,  
17 WHICH IS ABUSE THE PROCESS, RIGHT. SOMEBODY WHO IS AN  
18 ILL-INTENDED TENANT COULD BE GOING FOR POSSESSION, AND  
19 THEN YOU SAY THEY'RE NOT OWNER OCCUPANTS. I GET THAT.  
20 SO I AM NOT TRYING TO COME UP HERE WITH A RULING THAT'S  
21 GOING TO BE APPLYING ACROSS THE BOARD BECAUSE THAT IS NOT  
22 MY INTENT AT ALL. THIS IS VERY FACT-SPECIFIC IN WHAT I  
23 THINK IS A HIGHLY UNUSUAL CASE BECAUSE I HAVEN'T SEEN IT  
24 HAPPEN BEFORE.

25 MS. ALSTON: THIS HAS BEEN LITIGATED, YOUR HONOR.  
26 MS. GALLIAN BROUGHT A T.R.O., AND IT WAS GRANTED. THEY



1 WENT THROUGH A PRELIMINARY INJUNCTION. AND AT THE  
2 PRELIMINARY INJUNCTION, THE COURT MADE A RULING AS TO HER  
3 RIGHT TO POSSESSION, AND IT DETERMINED THAT SHE DIDN'T  
4 HAVE ANY.

5 THE COURT: I JUST SAID -- I READ THE RULINGS, BY THE  
6 WAY. THE PROBLEM THAT I WASN'T SATISFIED WITH IS WHETHER  
7 OR NOT SHE GOT TO LITIGATE THE QUESTION OF WHETHER THERE  
8 HAD BEEN COMPLIANCE WITH THE REGULATIONS OF MOBILE HOME  
9 PARKS, AND WHETHER SHE WAS A TENANT THAT MET THE  
10 REQUIREMENTS OF THE PARK SO THAT THEY COULD NOT --

11 MS. ALSTON: SHE DID.

12 THE COURT: THAT'S NOT APPARENT FROM THE  
13 MOVING PAPERS. THAT'S WHAT I HAVE. AND IF I DID HAVE  
14 THAT, THEN THE CASE NEXT DOOR IS GOING TO BE EVEN FASTER  
15 BECAUSE IN THE CASE NEXT DOOR, YOU'RE GOING TO HAVE  
16 COLLATERAL ESTOPPEL, AND YOU'RE GOING TO BE ABLE TO SAY,  
17 "OH, THIS AS ALREADY LITIGATED, SO WE DON'T HAVE TO  
18 LITIGATE IT."

19 MS. ALSTON: I THINK THE COURT DID ADDRESS IT. IT'S  
20 THERE, YOUR HONOR. BUT I DO BELIEVE IT IS THERE WHEN IT  
21 SAYS THAT MS. GALLIAN'S POSSESSION OF THE SUBJECT MOBILE  
22 HOME WAS NEVER AUTHORIZED BY THE DEFENDANT, AND SHE IS,  
23 IN ESSENCE, A SQUATTER.

24 THE COURT: EXCUSE ME. I'M GOING TO TAKE ISSUE WITH  
25 THAT. I DON'T KNOW WHETHER THAT MEANS THAT SHE BECAME  
26 THE OWNER WITHOUT THE PERMISSION. AND I UNDERSTAND



1 THAT -- HOWEVER, I DON'T KNOW IF SHE GOT TO LITIGATE  
2 WHETHER THE PERMISSION WAS RIGHTFULLY OR WRONGFULLY  
3 DENIED. AND IT SEEMS TO ME THAT, IN THE CONTEXT OF  
4 ISSUING A TEMPORARY RESTRAINING ORDER OR NOT, THAT  
5 PROBABLY WOULDN'T BE THE BEST FORUM TO DO THAT. SHE  
6 PROBABLY NEEDS TO GO TO TRIAL.

7 BUT YOU DON'T HAVE TO CONVINCE ME OF THAT  
8 BECAUSE, AGAIN, THIS IS A SHORT DELAY. IF YOU'RE RIGHT,  
9 YOU'RE GOING TO GET A WRIT RIGHT ACROSS THE DOOR FROM  
10 HERE IN THAT COURTROOM WHEN YOU LITIGATE IT. AND IF YOU  
11 BELIEVE IT WAS LITIGATED, AND YOU BELIEVE YOU ALREADY  
12 HAVE A RULING ON THAT ISSUE, THEN YOU CAN ARGUE THAT WITH  
13 JUDGE HONER. BUT ALL I WANT TO DO IS STOP THIS  
14 PROCESS -- IN MY CASE, THAT'S ALL I CARE, IS TO GIVE  
15 MS. GALLIAN THE FULL OPPORTUNITY TO ARGUE WHETHER SHE HAS  
16 THE RIGHT TO POSSESSION IN THE CASE THAT YOU ALREADY  
17 FILED.

18 MS. ALSTON: I WOULD LIKE TO REQUEST THAT THE COURT  
19 TAKE JUDICIAL NOTICE OF THE RULINGS MADE IN FRONT OF  
20 JUDGE BAUER. AND THE CASE NUMBER IS -- I THINK I HAVE  
21 THE CASE NUMBER ON THE MINUTE ORDER.

22 THE COURT: I TAKE JUDICIAL NOTICE OF THE CASES IN  
23 THE ORANGE COUNTY SUPERIOR COURT.

24 MS. ALSTON: BUT SHE DID HAVE --

25 THE COURT: WHAT IS IT THAT YOU'RE LOOKING AT?

26 MS. ALSTON: I'M LOOKING AT MY DOCUMENTS, YOUR HONOR,

1 WHICH IS WHAT I QUOTED.

2 THE COURT: I HAVE SEEN IT. I JUST WANT TO BE SURE I  
3 KNOW WHAT I'M LOOKING AT, OKAY.

4 MS. ALSTON: BUT, YOUR HONOR --

5 THE COURT: WAIT A MINUTE. I THINK YOU DID HAVE AN  
6 ORDER. SO THE MINUTE ORDER BY JUDGE BAUER ISSUED  
7 1/4/2019 -- WHICH, BY THE WAY, THE OTHER WAY I HAVE OF  
8 LOOKING AT THIS --

9 JAMIE LYNN GALLIAN: I HAVE A COPY OF IT, YOUR HONOR,  
10 IF YOU WANT TO SEE IT.

11 THE COURT: -- WHICH, YOU KNOW, AGAIN, PRIOR TO  
12 EXECUTION OF THE WRIT, WHICH MEANS, IF ANYTHING, THAT BY  
13 THE EXECUTION OF THE WRIT, IT JUST MEANS, BECAUSE OF HER  
14 EFFORTS, SHE IS AN UNKNOWN OCCUPANT. I'M STILL CONCERNED  
15 ABOUT THAT.

16 BUT I DON'T EVEN HAVE TO GO ON THAT POINT. I'M  
17 NOT TRYING TO GO ON THAT POINT, EITHER. I JUST WANT YOU  
18 TO UNDERSTAND, ALL I'M GOING TO DO IS STAY PROCEEDINGS  
19 BASED ON MY WRIT TO SEE WHAT HAPPENS IN THE CASE IN FRONT  
20 OF JUDGE HONER, AND THEN WE'LL SEE WHERE WE'RE AT.

21 MS. ALSTON: THE POINT I WANTED TO MAKE, SHE DID HAVE  
22 AN ATTORNEY PRESENT, AND IT WAS LITIGATED. THE COURT DID  
23 HAVE A NUMBER OF DECLARATIONS REGARDING EXPRESSLY  
24 EXPLAINING ALL OF THE REASONS THAT HER APPLICATION WAS  
25 DENIED. SO THAT HAD TO COME BEFORE A JUDGE, THAT HAS  
26 BEEN RULED UPON BY A JUDGE.



1 THE COURT: I DON'T UNDERSTAND.

2 WHAT IS THE DETRIMENT OF JUST, LIKE -- THIS IS  
3 GOING TO GET RESOLVED WITHIN THE NEXT 30 DAYS. IF YOU  
4 RIGHT NOW GO DOWNSTAIRS AND YOU ASK FOR THAT TRIAL, YOU  
5 GET A TRIAL IS WITHIN 30 DAYS. I DON'T UNDERSTAND.

6 WHAT IS THE DETRIMENT?

7 I'M TRYING TO UNDERSTAND.

8 IF I SAY THAT SHE'S IN POSSESSION OF THIS  
9 MOBILE HOME WHILE THE OTHER CASE IS BEING LITIGATED, WHAT  
10 IS THE DETRIMENT?

11 MS. ALSTON: THERE ARE A NUMBER OF DETRIMENTS. FIRST  
12 OF ALL, SHE'S HARASSING THE NEXT-DOOR NEIGHBORS, SHE'S  
13 ATTACHING FENCING TO THAT PROPERTY, AND THEY'RE HAVING  
14 FIGHTS OVER THAT AND SCREAMING MATCHES OVER THAT. THERE  
15 IS A T.R.O. IN PLACE AGAINST MS. GALLIAN WHERE SHE IS NOT  
16 SUPPOSED TO COME WITHIN --

17 THE COURT: THERE'S A T.R.O. OF HOW FAR?

18 MS. ALSTON: THREE HUNDRED FEET.

19 JAMIE LYNN GALLIAN: TEN YARDS, MA'AM. AND IT WAS  
20 FROM A PREVIOUS, UH -- THE MOBILE HOME PARK SHARES THE  
21 SAME SECURITY GATE WITH ANOTHER COMMUNITY THAT I SOLD MY  
22 PROPERTY. I LIVED THERE FOR OVER TEN YEARS, AND IT WAS  
23 TEN YARDS T.R.O. OF A BOARD MEMBER. TEN YARDS IS 30  
24 FEET, SO IT HAS NOTHING TO DO WITH THIS CASE. IT'S NO  
25 VIOLENCE, NO NOTHING, RIGHT?

26 MS. ALSTON: WELL, THE T.R.O. HAS BEEN GRANTED. THE



1 INJUNCTION, IT'S A FIVE-YEAR INJUNCTION TO STAY AWAY OVER  
2 THAT ISSUE.

3 JAMIE LYNN GALLIAN: SHE FILED IT ON --

4 THE COURT: WHAT'S THE ISSUE?

5 MS. ALSTON: IT WAS APPROXIMATELY SIX, EIGHT WEEKS  
6 AGO, YOUR HONOR.

7 THE COURT: WHAT TYPE OF CASE IS THAT?

8 JAMIE LYNN GALLIAN: IT'S RIGHT ACROSS AT JUDGE  
9 HONER'S.

10 MS. ALSTON: IT WAS SHERRI HONER'S COURT, YOUR HONOR.

11 THE COURT: WAS THAT A CIVIL HARASSMENT CASE?

12 MS. ALSTON: YES, IT WAS A CIVIL HARASSMENT CASE.  
13 THERE WERE TWO -- EVERY TIME THAT SHE'S IN -- GOES  
14 THROUGH THE GATE, SHE VIOLATES THAT T.R.O.

15 JAMIE LYNN GALLIAN: NO, THAT IS NOT TRUE, MA'AM.

16 MS. ALSTON: AND SHE HAS A CRIMINAL CASE PENDING  
17 AGAINST HER AS WELL FOR VIOLATIONS OF ANOTHER T.R.O.  
18 AGAINST A YOUNG CHILD.

19 SO THESE ARE CONTINUING HARASSMENTS THAT ARE  
20 ONGOING. SO THE DETRIMENT IS THAT SHE'S VIOLATING A  
21 T.R.O., SHE'S HARASSING HER NEIGHBORS. I UNDERSTAND THAT  
22 THIS WILL BE HAPPENING QUICKLY, BUT SHE HAS THE COURT'S  
23 CONCERN THAT SHE HASN'T HAD AN OPPORTUNITY TO PRESENT HER  
24 CASE TO THE COURT AND DETERMINE WHETHER OR NOT HER  
25 OCCUPATION IS PROPER BECAUSE SHE WAS NOT APPROVED HAS  
26 BEEN LITIGATED AND HAS BEEN ADJUDGED BY THE COURT.

1 THE COURT HAS HAD --

2 THE COURT: WHEN DID YOU FILE THE OTHER CASE?

3 MS. ALSTON: THE OTHER CASE WAS FILED --

4 THE COURT: THE CASE, MA'AM?

5 JAMIE LYNN GALLIAN: JANUARY 2ND.

6 MS. ALSTON: YOUR HONOR, IT WAS JANUARY.

7 THE COURT: JANUARY 2ND?

8 MS. ALSTON: I DON'T KNOW THE DATE.

9 JAMIE LYNN GALLIAN: JANUARY 2ND, YOUR HONOR. IT WAS  
10 SERVED FEBRUARY 5TH ON ME. I HAVE IT RIGHT HERE, YOUR  
11 HONOR, IF YOU'D LIKE TO SEE IT.

12 (PAUSE IN PROCEEDINGS.)

13 THE COURT: THAT'S WHAT I MEAN. THAT'S MY WHOLE  
14 PROBLEM WITH THIS CASE. SHE'S NOT AN UNKNOWN OCCUPANT.  
15 THAT'S THE PROBLEM. SO I'M STILL BACK TO THIS PROBLEM.  
16 ON JANUARY 2ND, YOU FILED THE CASE. YOU KNOW SHE'S IN  
17 POSSESSION. AND SHE TOOK POSSESSION UNDER COLOR OF SOME  
18 RIGHTS BECAUSE SHE BOUGHT THE PROPERTY. AND YOU KNEW IN  
19 ORDER -- IN ORDER -- THE ONLY WAY THE WRIT IN THIS CASE  
20 AGAINST RYAN GETS TO BE EXECUTED AGAINST GALLIAN IS IF  
21 SHE IS AN UNKNOWN OCCUPANT.

22 AND WHEN THAT WRIT IS EXECUTED, SHE IS NOT AN  
23 UNKNOWN OCCUPANT. YOU HAVE FILED AN UNLAWFUL DETAINER ON  
24 JANUARY 2ND, WHICH MEANS TO ME SHE'S NOT AN UNKNOWN  
25 OCCUPANT. I AM NOT -- I -- THE BEST I CAN DO HERE IS,  
26 I'M PRETTY SURE I CAN RULE HERE THAT THE WRIT HERE IS NOT



1 EFFECTIVE, WHICH I THINK I'M ABOUT TO DO, OR I CAN JUST  
2 SAY IT'S WAITING FOR PROCEEDINGS NEXT DOOR.

3 BUT I WILL NOT HAVE THIS PERSON EVICTED UNDER  
4 THE UMBRELLA OF AN UNKNOWN OCCUPANT WHEN YOU FILED AN  
5 UNLAWFUL DETAINER ON JANUARY 2ND. AND BY THEN, SHE'S NO  
6 LONGER AN UNKNOWN OCCUPANT. SO BY THE TIME THIS GETS  
7 EXECUTED, SHE'S NOT AN UNKNOWN OCCUPANT. I THINK THAT'S  
8 A LOGICAL ISSUE OF WHAT AN UNKNOWN OCCUPANT IS. A  
9 NONOCCUPANT IS, THEY OPEN THE DOOR AND FIND FIVE PEOPLE  
10 LIVING THERE; THEY ONLY HAVE THE NAME OF RYAN. THEY  
11 DON'T HAVE THE FIVE PEOPLE TO GET OUT. THAT'S NOT WHAT  
12 HAPPENED IN THIS CASE. THAT'S NOT HERE BEFORE ME.

13 MS. ALSTON: YOUR HONOR, I DO BELIEVE THAT SHE  
14 QUALIFIES AS AN OWNER OCCUPANT. I DO BELIEVE THAT MY  
15 CONCERNS -- AND I KNOW THE COURT DOESN'T WANT TO RULE ON  
16 THIS MATTER, BUT AGAIN, IT'S A CONCERN IF ONE PERSON  
17 SAYS, "I'M GOING TO BE LOCKED OUT. I'M GOING TO PUT  
18 ANOTHER PERSON IN." AND --

19 THE COURT: IF YOU WANT TO LITIGATE -- IF YOU'RE  
20 ASKING ME TO LITIGATE WHETHER OR NOT SHE'S AN UNKNOWN  
21 OCCUPANT, SURE, WE CAN HAVE A BRIEFING SCHEDULE. I JUST  
22 THINK THE SOONER YOU GET OVER THERE, THE SOONER THIS CASE  
23 GETS DONE. I DON'T WANT TO HAVE AN ISSUE THAT STAYS --  
24 WHICH SAYS THAT THE STAY IS GOING TO BE BEYOND THE COURT  
25 RULES IN THIS UNLAWFUL DETAINER, OR IF YOU WANT TO  
26 LITIGATE WHETHER OR NOT YOU CAN EXECUTE A WRIT AGAINST



1 THIS PARTICULAR INDIVIDUAL AS AN UNKNOWN OCCUPANT, YOU  
2 CAN GIVE ME -- COME UP WITH A BRIEFING SCHEDULE. BUT YOU  
3 GET TIME, SHE GETS TIME, BECAUSE THIS GOES TO THAT.

4 JAMIE LYNN GALLIAN: YOUR HONOR, I HAVE ONE MORE  
5 THING.

6 MS. ALSTON: YOUR HONOR, I AM CONCERNED. I DON'T  
7 WANT TO MAKE PEOPLE -- YOU KNOW, I DON'T WANT TO  
8 UNNECESSARILY EXPEND ATTORNEYS' FEES FOR MY CLIENT. IF  
9 THE COURT IS NOT GOING TO EXECUTE THE WRIT AT THIS TIME,  
10 I THINK IT WOULD BE BEST FOR US TO PROCEED. I DO,  
11 HOWEVER, HAVE GRAVE CONCERNS THAT THIS COURT IS  
12 OVERRULING JUDGE BAUER'S DECISION THAT'S BEEN LITIGATED.

13 THE COURT: IT'S NOT MY INTENT TO OVERRULE ANYBODY.  
14 IN FACT, I DON'T HAVE THE POWER TO OVERRULE ANYBODY. I  
15 ONLY HAVE THE POWER TO MAKE AN ASSESSMENT ABOUT THIS  
16 PARTICULAR CASE.

17 MS. ALSTON: THAT'S WHAT'S HAPPENING. AND I JUST  
18 WANT TO PRESENT THAT TO THE COURT.

19 THE COURT: I'M NOT OVERRULING JUDGE BAUER. I THINK  
20 HE FOUND THAT THE INJUNCTIVE RELIEF WAS NOT AVAILABLE IN  
21 THAT OTHER CASE. I'M NOT RULING ON THAT HERE. I DON'T  
22 EVEN KNOW THE IN'S AND OUT'S OF THAT.

23 MY RULING IS SIMPLY THAT, IN THIS -- AND I AM  
24 GOING TO RULE ON IT. IN THIS PARTICULAR CASE WHEN THE  
25 CASE WAS FILED, JAMIE GALLIAN WAS NOT A DEFENDANT. ONLY  
26 LISA RYAN WAS A DEFENDANT. LISA RYAN EXECUTED THE



1 STIPULATION. THE STIPULATION CONTEMPLATED HER TO STAY IN  
2 THE MOBILE HOME. THE MOBILE HOME -- LISA RYAN VACATED  
3 THE PROPERTY PURSUANT TO THE STIPULATION; THE MOBILE HOME  
4 WAS SOLD TO JAMIE GALLIAN.

5 MS. ALSTON: SHE DID NOT VACATE ON A TIMELY BASIS.

6 THE COURT: I DON'T WANT TO ARGUE THAT, AND THAT'S  
7 NOT BEFORE ME. SO PER THE STIPULATION, JAMIE GALLIAN  
8 PURCHASED THE PROPERTY FROM MS. RYAN AND MOVED INTO THE  
9 MOBILE HOME THAT MS. RYAN USED TO OCCUPY. AND ON JANUARY  
10 2ND, 2019, THE PLAINTIFF IN THIS CASE, HOUSER BROTHERS,  
11 FILED AN UNLAWFUL DETAINER AGAINST MS. GALLIAN,  
12 PRESUMABLY BECAUSE THEY BELIEVE THAT SHE DOESN'T QUALIFY  
13 TO BE A PARK TENANT. AND THEY MAY HAVE OTHER REASONS FOR  
14 THAT. THAT'S NOT BEFORE THIS COURT.

15 WHAT IS BEFORE THIS COURT IS THAT AFTER FILING  
16 THAT UNLAWFUL DETAINER IN CASE NUMBER 2019-01041423,  
17 AFTER FILING THAT UNLAWFUL DETAINER, THE PLAINTIFFS HAVE  
18 SOUGHT TO EXECUTE IN THIS CASE A WRIT THAT WAS ISSUED IN  
19 THIS CASE -- IN THE CASE THAT I'M PRESIDING OVER -- WHICH  
20 IS 3582.

21 AND THE COURT FINDS THAT THAT'S NOT A PROPER  
22 EXECUTION OF THE WRIT. AND IT'S GOING TO ALLOW  
23 MS. GALLIAN TO INTERVENE FOR THE PURPOSE OF CHALLENGING  
24 THE EXECUTION OF THE WRIT AGAINST HER, WHICH HAD NOT  
25 OCCURRED, BACK IN JANUARY WHEN SHE TRIED TO INTERVENE.  
26 AT THAT POINT, SHE DIDN'T HAVE ANY INTEREST IN THE CASE.



1 AT THIS POINT, BECAUSE PLAINTIFF CHOSE TO EXECUTE THE  
2 WRIT AGAINST MS. GALLIAN, SHE NOW HAS THE RIGHT TO  
3 INTERVENE.

4 SO THE COURT HAS CONSIDERED THE MOTION THAT SHE  
5 WAS NOT PROPERLY EVICTED IN THIS CASE, BASED ON THIS  
6 CASE. AND THE COURT IS GOING TO RULE THAT THAT WAS  
7 IMPROPER EXECUTION OF THE WRIT, THE WRIT THAT WAS ISSUED  
8 BY MY COURT. THE WRIT ISSUED WAS CASE NUMBER 01013852 --  
9 THE CASE IN FRONT OF ME -- AGAINST LISA RYAN.

10 AND THE ONLY WAY THAT JAMIE GALLIAN WOULD BE  
11 EVICTED WITH THAT WRIT, YOU KNOW, THE COURT FINDS THAT  
12 SHE'S NOT AN UNKNOWN OCCUPANT WHEN THE WRIT WAS EXECUTED,  
13 BECAUSE PLAINTIFF ALREADY KNEW THAT SHE WAS TRYING TO  
14 INTERVENE TO STOP EVICTION ON THIS WRIT. AND, IN FACT,  
15 THEY -- THERE HAD BEEN A PRIOR RULING ON THE INJUNCTIVE  
16 RELIEF IN A SEPARATE CASE IN WHICH PLAINTIFFS WERE  
17 WELL-AWARE SHE'S NOT A NONOWNER OCCUPANT AND PURCHASED  
18 THE PROPERTY -- THE MOBILE HOME -- FROM MS. RYAN.

19 AND THEY FILED THEIR OWN UNLAWFUL DETAINER  
20 AGAINST MS. GALLIAN JANUARY 2ND. AND WHEN THEY EXECUTED  
21 THAT WRIT A FEW DAYS AGO -- YESTERDAY, I THINK -- WHEN  
22 THEY EXECUTED THE WRIT, MS. GALLIAN WAS NOT AN UNKNOWN  
23 OCCUPANT. AND THAT WRIT DID NOT EXTEND TO HER. FOR THAT  
24 REASON, THE COURT IS GOING TO HOLD THAT THE PARK HAS  
25 MS. GALLIAN BACK IN POSSESSION OF THE MOBILE HOME.

26 THE ISSUE OF WHETHER OR NOT SHE'S A TENANT THAT



1 QUALIFIES UNDER PARK RULES TO BECOME A PERMANENT TENANT  
2 OF THE PARK, THAT IS GOING TO BE LITIGATED IN THE CASE  
3 PENDING UNDER CASE NUMBER 2019-01041423. SO THE  
4 LITIGATION WILL CONTINUE.

5 AND THIS RESULT, TO THE COURT, IS NOT ONLY TO  
6 THE EXTENT BECAUSE OF THE RULINGS I MAKE, BUT IT ALSO  
7 PROTECTS MS. GALLIAN'S DUE PROCESS RIGHTS TO LITIGATE THE  
8 QUESTION OF WHETHER OR NOT THE PARK PROPERLY EXERCISED  
9 ITS DISCRETION IN DECIDING THAT SHE WAS NOT A PROPER  
10 TENANT. SHE GETS TO LITIGATE THAT.

11 SO FOR ALL THOSE REASONS, THE COURT ORDERS THE  
12 PARK TO RETURN POSSESSION BY --

13 CAN YOU DO IT BY 5:00 P.M. TODAY?

14 MS. ALSTON: YES, YOUR HONOR.

15 THE COURT: SO THE ORDER IS THAT POSSESSION IS  
16 RETURNED TO MS. GALLIAN BY 5:00 P.M. TODAY.

17 ALL RIGHT. THIS IS GOING BACK TO COUNSEL, AND  
18 THIS IS GOING BACK TO THE DEFENDANT. AND I'M DONE WITH  
19 THIS CASE. THANK YOU VERY MUCH.


20 (PROCEEDINGS CONCLUDED.)  
21  
22  
23  
24  
25  
26

**REPORTER'S CERTIFICATE**

STATE OF CALIFORNIA }  
COUNTY OF ORANGE } SS.

I, PATRICK R. BREZNA, CSR NO. 5288, CERTIFIED  
REALTIME REPORTER, REGISTERED PROFESSIONAL REPORTER, DO  
HEREBY CERTIFY THAT THE FOREGOING REPORTER'S TRANSCRIPT IS  
A FULL, TRUE AND CORRECT TRANSCRIPTION OF MY SHORTHAND  
NOTES THEREOF, AND A FULL, TRUE AND CORRECT STATEMENT OF  
THE PROCEEDINGS HAD IN SAID CAUSE BASED ON AN ELECTRONIC  
RECORDING SUBMITTED TO ME BY JAMIE LYNN GALLIAN.

DATED AT ORANGE, CALIFORNIA, THIS 7TH DAY OF  
SEPTEMBER, 2020.

  
PATRICK R. BREZNA, CSR NO. 5288,  
CERTIFIED REALTIME REPORTER,  
REGISTERED PROFESSIONAL REPORTER

Case 8:21-bk-11710-ES Doc 185-1 Filed 08/11/22 Entered 08/11/22 17:07:13 Desc  
Part 2 Page 34 of 40

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000557



<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE</b> STREET ADDRESS: 700 W. Civic Center DRIVE MAILING ADDRESS: 700 W. Civic Center DRIVE CITY AND ZIP CODE: Santa Ana 92701 BRANCH NAME: Central Justice Center		<b>FOR COURT USE ONLY</b>  <b>FILED</b> <b>SUPERIOR COURT OF CALIFORNIA</b> <b>COUNTY OF ORANGE</b>  <b>Aug 05, 2019</b> Clerk of the Superior Court By: Debra Lamm, Deputy
PLAINTIFF: Houser Bros. Co.		
DEFENDANT: Jamie Gallian		
SHORT TITLE: HOUSER BROS. CO. VS. GALLIAN		
<b>NOTICE OF DISMISSAL</b>		CASE NUMBER: 30-2019-01041423-CL-UD-CJC

Date: 08/05/2019

Judicial Officer: Sherri Honer

On the Court's own motion, case dismissed pursuant to the Superior Court of California, County of Orange local rules.

Clerk of the Court

Dated: 08/05/2019

By Debra Lamm Deputy Clerk

NOTICE OF DISMISSAL

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<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE</b> Central Justice Center 700 W. Civic Center DRIVE Santa Ana 92701	
<b>SHORT TITLE: HOUSER BROS. CO. VS. GALLIAN</b>	
<b>CLERK'S CERTIFICATE OF SERVICE BY MAIL</b>	<b>CASE NUMBER:</b> 30-2019-01041423-CL-UD-CJC

I certify that I am not a party to this cause. I certify that a true copy of the above NOTICE OF DISMISSAL has been placed for collection and mailing so as to cause it to be mailed in a sealed envelope with postage fully prepaid pursuant to standard court practice and addressed as indicated below. The certification occurred at Santa Ana, California on 08/05/2019. Following standard court practice the mailing will occur at Sacramento, California on 08/06/2019.

Clerk of the Court, by: Debra Hamm, Deputy

JAMIE GALLIAN  
16222 MONTEREY LANE # 376  
HUNTINGTON BEACH, CA 92647

ALSTON, ALSTON & DIEBOLD ATTORNEYS AT LAW  
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525 N CABRILLO PARK DRIVE # 104  
SANTA ANA, CA 92701

CLERK'S CERTIFICATE OF SERVICE BY MAIL

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